



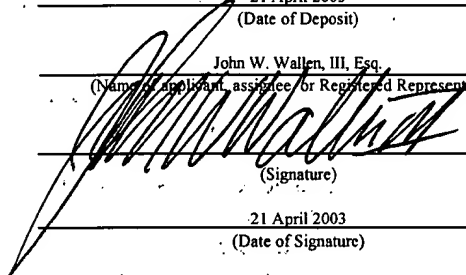
Atty. Docket No. 48556.00001

2131  
#  
12

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Alexander G. DICKENSON et al.  
Serial No.: 09/666,519 Art Unit: 2131  
Filed: 20 September 2000 Examiner: Not Assigned  
For: SERVER-SIDE IMPLEMENTATION OF A CRYPTOGRAPHIC SYSTEM

I hereby certify that this correspondence is being deposited with the  
United States Postal Service as first class mail in an envelope addressed to  
Commissioner for Patents, Washington, DC 20231 on:

21 April 2003  
(Date of Deposit)  
John W. Wallen, III, Esq.  
(Name of applicant, assignee, or Registered Representative)  
  
(Signature)  
21 April 2003  
(Date of Signature)

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APR 30 2003

Technology Center 2100

Commissioner for Patents  
Box: PATENT APPLICATIONS  
Washington, D.C., 20231

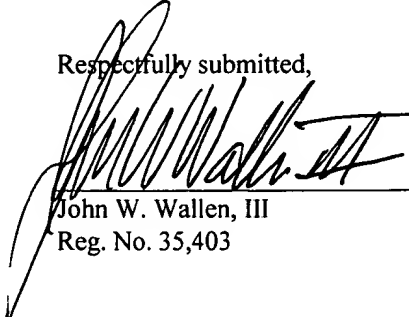
Sir:

Please find enclosed the following documents for the above-referenced application:

- X Power of Attorney;
- X Statement Under 37 CFR 3.73(b), with
- X Exhibits 1-3:
  - Copy of the original Assignment and Assignment Recordation Cover;
  - Order from U.S. Bankruptcy Court of the Central District of California, Asset Purchase Agreement between Ethentica, Inc. and Topspin Partners, LP; and
  - Assignment of Rights Under the Asset Purchase Agreement;
- X Statement Claiming Small Entity Status.

No fees are due in connection with the filing of these documents. If any additional fees are required, please charge the fees to the deposit account of the undersigned, No. 50-1067.

Respectfully submitted,

  
John W. Wallen, III  
Reg. No. 35,403

Dated: 21 April 2003

Preston Gates & Ellis LLP  
1735 New York Avenue, N.W., Suite 500  
Washington, DC 20006-5209  
Telephone: (858) 720-6337  
Facsimile: (858) 720-6306



Atty. Docket No.: 48556.00001

**STATEMENT CLAIMING SMALL ENTITY STATUS  
(37 CFR 1.9(f) & 1.27(c)) – SMALL BUSINESS ENTITY**

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Applicant, Patentee, or Identifier: Security First Corporation  
Application or Patent No.: 09/666,519 APR 30 2003  
Filed or Issued: 20 September 2000  
Title: Server-Side Implementation of a Cryptographic System Technology Center 2100

I hereby state that I am an official of the small business concern empowered to act on behalf of the concern identified below:

Name of Small Business Concern: Security First Corporation

Address of Small Business Concern: 22362 Gilberto, Suite 130  
Rancho Santa Margarita, California 92688

I hereby state that the above identified small business concern qualifies as a small business concern as defined in 13 CFR Part 121 for purposes of paying reduced fees to the United States Patent and Trademark Office, in that the number of employees of the concern, including those of its affiliates, does not exceed 100 persons. For purposes of this statement, (1) the number of employees of the business concern is the average over the previous fiscal year of the concern of the persons employed on a full-time, part-time or temporary basis during each of the pay periods of the fiscal year, and (2) concerns are affiliates of each other when either, directly or indirectly, one concern controls or has the power to control the other, or a third party or parties controls or has the power to control both.

I hereby state that the rights under contract or law have been conveyed to and remain with the small business concern identified above with regard to the invention described in the application identified above.

Name of Person Signing: Howard F. Kline  
Security First Corporation

Title of Person if Other Than Owner: Vice President, Business Administration

Address of Person Signing: 22362 Gilberto, Suite 130  
Rancho Santa Margarita, California 92688

Signature: *Howard F. Kline* Date: 4/14/03



#12

PTO/SB/81 (10-00)

Approved for use through 10/31/2002. OMB 0651-0035

U.S. Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**POWER OF ATTORNEY OR  
AUTHORIZATION OF AGENT**

|                        |                   |
|------------------------|-------------------|
| Application Number     | 09/666,519        |
| Filing Date            | 20 September 2000 |
| First Named Inventor   | Dickinson et al.  |
| Group Art Unit         | 2131              |
| Examiner Name          | N/A               |
| Attorney Docket Number | 48556.00001       |

I hereby appoint:

☐ Practitioners at Customer Number 

OR

☒ Practitioner(s) named below:Place Customer  
Number Bar Code  
Label Here**RECEIVED**

APR 30 2003

Technology Center 2100

| Name                | Registration Number |
|---------------------|---------------------|
| John W. Wallen, III | 35,403              |
| Don J. Peltó        | 33,754              |
| Jeff E. Schwartz    | 39,019              |
| Lawrence M. Sung    | 38,330              |
| Mary S. Webster     | 37,146              |
| Guido J. Galvez     | 52,933              |
| Karen A. Borrelli   | 52,638              |

As my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

**Please change the correspondence address for the above-identified application to:**☐ The above-mentioned Customer Number.

OR

|   |                            |       |                |     |            |
|---|----------------------------|-------|----------------|-----|------------|
| <input checked="" type="checkbox"/> Firm or Individual Name | Preston Gates & Ellis, LLP |       |                |     |            |
| Address   | 1735 New York Avenue, N.W. |       |                |     |            |
|   | Suite 500                  |       |                |     |            |
| City  | Washington                 | State | DC             | Zip | 20006-5209 |
| Country   | U.S.A.                     |       |                |     |            |
| Telephone   | (858) 720-6337             | Fax   | (858) 720-6306 |     |            |

**I am the:**☐ Applicant/Inventor☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).**SIGNATURE of Applicant or Assignee of Record**

|      |  |
|------|--|
| Name | Howard F. Kline, Esq., Vice President, Business Administration, Security First Corporation |
|------|--|

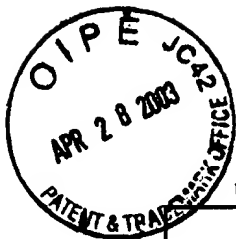
Signature

Date

4/14/03

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☒ Total of 1 form(s) are submitted.



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Security First Corporation

Application No./Patent No.: 09/666,519

Filed/Issue Date: 20 September 2000

Entitled: Server-Side Implementation of a Cryptographic System

Security First Corporation

(Name of Assignee)

, a Corporation

(Type of Assignee, e.g. corporation, partnership, university, government agency, etc.)

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APR 30 2003

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states that it is:

1. ☒ the assignee of the entire right, title and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %

In the patent application/patent identified above by virtue of either.

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Alexander Dickenson et al. To: Ethentica, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel 011663, Frame 0566, or for which a copy thereof is attached.
2. From: Ethentica, Inc. To: Topspin Partners, LP  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: Topspin Partners, LP To: Security First Corporation  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to the Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08].

The undersigned (whose title/s supplied below) is authorized to act on behalf of the assignee.

4/14/03  
Date

Howard F. Kline

Vice President, Business Administration  
Security First Corporation

Signature

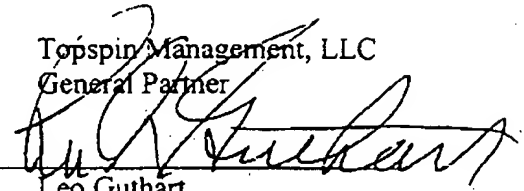
## ASSIGNMENT

The undersigned hereby assigns all of its rights under that certain Asset Purchase Agreement, dated as of February 7, 2002, to Security First Corp.

Dated: February 22, 2002

TOPSPIN PARTNERS, L.P.

By: Topspin Management, LLC  
General Partner

  
By: Leo Guthart  
Its: Manager

## BILL OF SALE

This BILL OF SALE ("Bill of Sale") is made this 22<sup>nd</sup> day of February, 2002 by and between Ethentica, Inc. a Delaware corporation ("Seller"), and Security First Corp., a Delaware corporation ("Buyer").

## RECITALS

A. Topspin Partners, L.P. ("Topspin") and Seller entered into that certain Asset Purchase Agreement, dated February 7, 2002 (the "Agreement"), which provides, on the terms and conditions set forth therein, for the sale by Seller and purchase by Topspin or its designee of substantially all assets of Seller as set forth in the Agreement.

B. Topspin has assigned its rights under the Agreement to Seller.

C. This Bill of Sale is being executed and delivered in order to effect the sale of the assets set forth herein as provided in the Agreement.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees as follows:

1. **Assignment.** Seller hereby sells, grants, conveys, bargains, transfers, assigns and delivers to Buyer, and to Buyer's successors and assigns, all of Seller's right, title and interest, legal and equitable, throughout the world, in and to the following:

(a) all inventory of raw materials, work in process and finished goods of Seller, and all inventory of packaging and shipping supplies wherever located, as identified on Schedule 1.0 to the Agreement;

(b) all machinery, equipment, vehicles, furniture, fixtures, supplies, accessories, spare parts, tools and other items of tangible personal property, with all assignable warranty rights and operating manuals and keys relating thereto as identified on Schedule 2.0 to the Agreement;

(c) all computers, software, and related property associated with the operation of the Seller's business as identified on Schedule 3.0 to the Agreement;

(d) Seller's internet domain name and all other rights of any kind associated with Seller's on-line business, including, to the extent assignable, all rights with respect to internet service providers, third party linking sites and all rights of Seller to owned and/or licensed proprietary, customized and mass market computer software and all computer hardware appropriate for the continued operation of Seller's on-line business as identified on Schedule 4.0 to the Agreement;

(e) all of Seller's patents, patent applications and patent disclosures: all inventions (whether or not patentable and whether or not reduced to practice); all trademarks, service marks, trade dress, trade names and corporate names (including without limitation the name "Ethentica") and all the goodwill associated therewith; all registered and unregistered statutory and common law copyrights; all registrations, applications, renewals or common law rights for any of the foregoing; all trade secrets, confidential information, ideas, formulas (whether developed or under development), know-how, manufacturing and production processes and techniques, research information, specifications, designs, plans, improvements, proposals, technical and computer data, documentation and software, financial, business and marketing plans, customer and supplier lists and related information, marketing materials, employee training materials, and product ideas under development (including those related to future promotions and product launches); to the extent transferable, all license rights with respect to intellectual property of third parties; to the extent transferable, all of Seller's rights under all confidentiality agreements, non-disclosure agreements, invention assignment agreements and similar agreements executed between Seller and any employee, consultant or agent of Seller or any other third party with respect to any intellectual property right of Seller described in this Section, and all other intellectual property rights of Seller as identified on Schedule 5.0 to the Agreement;

(f) Seller's catalogs, price lists, mailing lists, subscription lists, customer and supplier lists and all other information as to sources rights of any kind associated with its merchandising business, including, without limitation, all databases containing such information, that pertain to or are necessary to operate the Seller's business and, to the extent assignable, all owned and/or licensed proprietary, customized and mass market computer software and all computer hardware;

(g) copies of books and records, correspondence, files and computer programs and data and databases relating to the Business reasonably required by the Buyer;

(h) all of the Seller's executory contracts that the Buyer seeks to assume and Seller shall seek to assume and assign to Buyer pursuant to Bankruptcy Code Section 365, as identified on Schedule 8.0 to the Agreement;

(i) All records and files pertaining to Seller's business, customers and suppliers, including, without limitation, all supplier, vendor, customer and agency lists, all sales data (including retail prices, product costing and product movement), correspondence with customers, customer files and account histories, and records of purchases from and correspondence with suppliers, but not including the corporate minute books of Seller; and

(j) Any and all other assets of Seller relating to its business which are not specifically identified at paragraphs above and which are not designated as Excluded Assets under the Agreement.

2. **Further Assurances.** Seller agrees that it will, at Buyer's request at any time and from time to time after the date hereof and without further consideration, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and other instruments and assurances as may be considered by Buyer, its successors and assigns, to be necessary or proper to better effect the sale, conveyance, transfer, assignment, assurance, confirmation and delivery of ownership of the assets described herein to Buyer.

3. **Amendment or Termination; Successors and Assigns.** This Bill of Sale may not be amended or terminated except by a written instrument duly signed by each of the parties hereto. This Bill of Sale shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

4. **No Third Parties.** Nothing in this Bill of Sale, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Buyer and Seller, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of the Buyer and Seller, their successors and assigns.

5. **Construction.** This Bill of Sale, being further documentation of the conveyances, transfers and assignments provided for in and by the Agreement, neither supersedes, amends, or modifies any of the terms or provisions of the Agreement nor does it expand upon or limit the rights, obligations or warranties of the parties under the Agreement. In the event of a conflict or ambiguity between the provisions of this Bill of Sale and the Agreement, the provisions of the Agreement will be controlling.

6. **Governing Law.** The rights and obligations of the parties under this Bill of Sale will be construed under and governed by internal laws of the State of California, determined without reference to conflicts of law principles.

7. **Counterparts.** This Bill of Sale may be executed in one or more counterparts and by facsimile, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

**SELLER:**  
**ETHENTICA, INC.**

**BUYER:**  
**SECURITY FIRST CORP.**

By: Mark S. O'Hare  
Name: Mark S. O'Hare

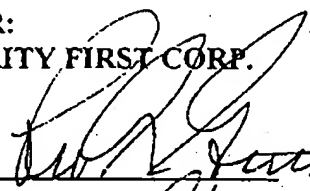
By: \_\_\_\_\_  
Name: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the  
date first written above.

**SELLER:**  
**ETHENTICA, INC.**

By: \_\_\_\_\_  
Name:

**BUYER:**  
**SECURITY FIRST CORP.**

By:   
Name: 